



**COUNTY OF PLACER**  
**ADMINISTRATIVE SERVICES DEPARTMENT**  
Procurement Services Division  
2964 Richardson Drive  
Auburn CA 95603  
Phone: 530-889-7776

**INVITATION FOR BIDS**

Bidder Acknowledgement

**RELEASE DATE:** August 30, 2006  
**BID NO.** 9617  
**TITLE:** Towing Services for County Owned Vehicles  
**DUE DATE:** September 21, 2006 *(Bids shall not be accepted after this date/time)*

All questions regarding this solicitation shall be directed to:

**Buyer Name:** Steven M<sup>c</sup>Credie, CPPB

**Telephone:** 530-889-4257

This package includes the following documents:

Attachment A: Bid Form



Attachment B: Sample Agreement



\_\_\_\_\_



\_\_\_\_\_



Type of Award:

Fixed Contract (Purchase Order)



Open-End Contract (Blanket Purchase  
Order) for the approximate period:



October 1, 2006 through September 30, 2007

**Bidder shall complete the area below. Unsigned bids shall be rejected; no exceptions.**

The undersigned offers and agrees, if this bid is accepted within **90 calendar days** from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.

Addendum Received, No(s). \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

By (signature): \_\_\_\_\_ Title: \_\_\_\_\_

**NO BID:** ☐ Reason: \_\_\_\_\_

## INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

**WARNING:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at : [www.placer.ca.gov/admin/procurement/openbids.htm](http://www.placer.ca.gov/admin/procurement/openbids.htm)  
Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return a signed addenda, when required, may be cause for rejection of his/her bid.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. **SUBMISSION OF BIDS.** Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.  
**WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.**
3. **ALTERATION OF BID DOCUMENTS.** Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to clearly indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
4. **AMENDMENTS TO THE BID.** Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.
5. **NO BID.** Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a timely "NO BID."
6. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
8. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts;

- d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
12. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
13. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
14. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
15. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
17. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to

supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

18. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
19. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
20. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: [www.placer.ca.gov/admin/procurement/lvp\\_affidavit.htm](http://www.placer.ca.gov/admin/procurement/lvp_affidavit.htm)
21. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
22. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
23. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
24. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

25. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
26. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
27. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
28. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

***-- End of General Terms and Conditions --***

**BID FORM**  
(to be completed by bidder)

**1. INTRODUCTION**

Placer County is soliciting bids for Towing Services of County Vehicles & Equipment in Western Placer County. Vehicles to be towed will range from passenger vehicles and pick up trucks to full size transit buses and fire trucks. Interested parties shall provide a rate per hour, and charges per mile (if applicable). Charges shall begin from time of arrival to the time of delivery to the indicated location. This solicitation shall result in the award of two annual contracts. The prices listed herein shall remain firm for the entire initial one-year term. Refer to Section 17 of this Bid's General Terms and Conditions regarding annual contracts in subsequent years. The successful bidder shall be capable of performing the requirements of this contract in all weather conditions. The successful bidder shall be capable of towing vehicles/equipment to either the Reno/Sparks area, the Auburn area or to the Sacramento area as required. Although the County will not agree to any minimum purchase requirements, the County has budgeted \$34,500.00 for the initial one-year term. Contracts will be awarded on behalf of Placer County Department of Public Works and Placer County Fire.

**2. PRICING**

Rate per hour: \$\_\_\_\_\_ and/or Rate per mile: \$\_\_\_\_\_

This/These rates shall apply to all vehicles and equipment listed in Attachment B - Sample Agreement, Scope of Work. In order to be considered for this service, Contractors shall have a low bed type (or Landoll) trailer with winch capable of loading equipment without the need of additional equipment.

Sample jobs

Total bill for towing a 1/2 ton pick up from Douglas Blvd. @ Interstate 80 to the Auburn Dewitt Center Garage \$\_\_\_\_\_

Total bill for towing a 35 foot transit bus from Watt Ave. @ Interstate 80 to the Auburn Dewitt Center Garage \$\_\_\_\_\_

Total bill for towing a 35 foot transit bus from Douglas Blvd. @ Interstate 80 to a Repair Facility in West Sacramento \$\_\_\_\_\_

**In an attachment, explain in detail how you will bill the County for work under the resulting contract. If multiple rates will be charged based upon size and weight of vehicle/equipment, include this information in your attachment as well.**

**3. INVOICE/PAYMENT TERMS**

The successful bidder may issue invoices on a case by case basis, or an itemized weekly or monthly statement detailing the date and type of vehicle/equipment towed and type of Vendor's equipment (i.e. low bed, winch truck, etc.).

Invoice Terms: \_\_\_\_\_ or \_\_\_\_\_% discount if paid within \_\_\_\_\_ days;

OR Net payment due within \_\_\_\_\_ days

Refer to Section 21 of the General Terms and Conditions for the County's payment policy.

**4. LICENSE**

A current copy of your license to operate a towing company in the State of California shall be provided with your response.

## **SAMPLE TOWING SERVICES AGREEMENT**

This Towing Services Agreement (hereinafter known as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Placer (hereinafter known as "County") and \_\_\_\_\_ (hereinafter known as "Contractor").

1. Contract Term

This Agreement shall be effective for an initial approximate period of twelve (12) months from the date of execution.

2. Scope of Work

a. Contractor, its employees and/or subcontractors shall provide towing service as requested by the County for all County owned vehicles or equipment on a 24 hour per day, 7 days per week basis.

b. Contractor shall tow vehicles upon notification by the County representative, with a maximum response time of no more than 4 hours. Under adverse weather conditions, a maximum response time of 6 hours shall be permitted. Except that, upon notification of an emergency situation such as blocking traffic or other hazardous situation, Contractor shall remove vehicles with a maximum response time of 2 hours.

c. Contractor shall remove only those vehicles or equipment requested to be removed by County under the terms of this Agreement.

d. Contractor shall tow vehicles and/or equipment to the Placer County Department of Public Works, Placer County Fire Department at the DeWitt Center in Auburn, to another Fire Department facility in Placer County, or to a repair facility in either the Reno/Sparks area or the Sacramento area. Specific delivery instructions will be given at time of each tow request.

e. Contractor shall provide services pursuant to this Agreement for the compensation amount as described in Section 4 herein per passenger car, one-ton or smaller pick up truck, bobtail dump truck, sewer cleaning equipment, excavators, motor graders, fire trucks, and transit buses.

f. In the event that the Contractor is unable to respond or will be delayed in responding within any of the time frames required by this Agreement, Contractor shall notify the County designated contact person immediately. County at it's sole discretion may elect to utilize the services of another contractor in such instances. County shall notify Contractor if such intention is to be exercised.

g. Contractor shall be appropriately licensed to operate a commercial towing company in the State of California. Contractor shall at all times possess and maintain a current Placer County Business License.

h. County grants rights to Contractor for towing services of County owned vehicles and equipment in Western Placer County (West of Colfax).

i. Contractor shall comply with all Federal/State/local laws, regulations, and ordinances.

3. Amendment to Scope of Work

The Scope of Work described in Section 2 herein may be amended with the written approval of Placer County Purchasing Manager, or his designee, within the compensation limits of this Agreement. Any amendments, which expand the Scope of Work such as to create any additional liability to the County or additional compensation to Contractor, may only be authorized when amended in writing by the County. Contractor shall not perform any additional work until Contractor has received written approval for such work from the County.

4. Compensation

Unless otherwise agreed to by both parties in writing as indicated in paragraph 3 above, County shall pay Contractor \$\_\_\_\_\_ per hour per vehicle/equipment towed in compliance with this Agreement. Such amount will be due and payable (***this will be updated with the payment terms listed in Section 3 of Attachment A***) upon receipt of an invoice by the County with the appropriate information on the subject vehicle/equipment. Contractor's sole source of compensation from the County shall come from the fee paid to Contractor by County. All expenses of Contractor, including any expert or professional assistance retained by Contractor, to complete the work set forth in the Scope of Work shall be paid only from this compensation and within the limits set forth herein. Unless otherwise mutually agreed to in writing, the maximum amount to be paid to Contractor shall not exceed \$\_\_\_\_\_ per year.

5. County Contacts

The County Director of Public Works, or his designee, shall be the County contact person for this Agreement.

The County Director of Emergency Services, or his designee, shall be the County contact person for this Agreement.

6. Employees of Contractor

a. All persons performing services for Contractor (if any) shall be solely employees of Contractor or subcontractors to Contractor and not employees of County. Contractor shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all such personnel.

b. County reserves the right to refuse any employee(s) assigned by Contractor in performance of the Scope of Work, should in the County's sole opinion, such employee(s) be detrimental to the County's interests or impair working relationships with the County.

7. Non-Assignability

This Agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of the County.



8. Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term Placer County means Placer County or its officers, agents, employees, and volunteers.

9. Insurance

Contractor shall file with Placer County Procurement a Certificate of Insurance showing coverages for Commercial Automobile Liability, Garage Liability, and Worker's Compensation (if applicable) as required by this Agreement, in companies acceptable to County, covering the duration of the contract, with a Best's Rating of no less than A:VII.

10. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation Insurance shall be provided (if applicable) as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

Contractor shall require all Sub Contractor s to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

11. General Liability Insurance:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- Contractual liability insuring the obligations assumed by Contractor in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence  
One million dollars (\$1,000,000) aggregate
- D. If Contractor carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:  
  
One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)  
One million dollars (\$1,000,000) for Products-Completed Operations  
One million dollars (\$1,000,000) General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:  
  
One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)  
One million dollars (\$1,000,000) aggregate for Products Completed Operations  
One million dollars (\$1,000,000) General Aggregate

- (2) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

12. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

13. Automobile and Garage Liability Insurance

Contractor shall maintain Commercial Automobile Liability and Garage Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

14. Contractor's Power and Authority

Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Agreement.

15. Conflict of Interest

Contractor warrants that no County officer or employee has been employed or retained to solicit or aid in the procuring of this contract, nor will be employed in the performance of this contract, without immediate disclosure of such fact to the County.

16. Termination

This Agreement may be cancelled by either party upon thirty (30) days advance written notice. By signing the Bid face sheet, Contractor agrees that failure to comply with these terms and conditions or anyone acting as an agent of the Contractor shall be cause for immediate cancellation of this Agreement. In the event of cancellation by the County, Contractor shall be paid for work performed to the date of cancellation.

16. Inurements

The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

17. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by a party. ***These will be updated prior to contract award.***

If to County:

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If to Contractor (please provide this information)

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IN WITNESS WHEREOF, the parties have hereto set their hands the year and date first above written.

“COUNTY”  
COUNTY OF PLACER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel, Placer County

Date: \_\_\_\_\_

“CONTRACTOR”

\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer Signature #1  
(Signature Notarized & Corp. Resolution\*)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer Signature #2  
(Signature Notarized & Corp. Resolution\*)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

\* Fully executed Agreement must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2) Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Assistant Treasurer, unless, an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this Agreement.